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Attorneys for Plaintiff
Travelers Casualty and Surety Company of America

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO

TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA, a Connecticut
Corporation,

Plaintiff,

vs.

ARNTZ BUILDERS, a California partnership,
KTD INVESTMENTS, an unknown business
entity, K.A. CONSTRUCTION CO., a
California Corporation, MONROE
CONTRACTING CO., a California Corporation,
TEACO, INC., a California Corporation,

Defendants.

Case No. C 06 7165 VRW

**STIPULATION TO DISMISS ENTIRE
ACTION WITH PREJUDICE**

TO THE COURT, ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

Plaintiff Travelers Casualty and Surety Company of America ("Plaintiff") and all
Defendants Arntz Builders, a California partnership, KTD Investments, K.A. Construction Co., a
California corporation, Monroe Contracting Co., a California corporation, and Teaco, Inc., a
California corporation (collectively, "Defendants") (Plaintiff and Defendants may be collectively
referred to herein as the "Parties"), have reached a settlement of the above-captioned case, which
they have reduced to that certain written Settlement Agreement and Mutual Release ("Settlement
Agreement").

STIPULATION

Based on the terms of the Settlement Agreement, the Parties hereby stipulate to dismiss, with prejudice, the entire above-captioned action, as follows:

1. This action, Travelers Casualty and Surety Company of America v. Arntz Builders, et al., Case No. C 06-7165, shall be dismissed in full, with prejudice, as to all parties, all Defendants, and all causes of action, counterclaims, defenses and affirmative defenses.
2. It is further hereby agreed by the Parties, and respectfully requested by them, that this Court retain jurisdiction of this matter solely in order to enforce the Settlement Agreement should it be requested by a motion brought by any of the Parties.

Pursuant to the terms above, it is so respectfully stipulated and requested by the parties:

Dated: 4-20, 2007

WATT, TIEDER, HOFFAR
& FITZGERALD, L.L.P.

By: /s/ Kirsten A. Roe

Robert C. Niesley, Esq.
Kirsten A. Roe, Esq.
Attorneys for Plaintiff Travelers Casualty and
Surety Company of America

Dated: 4-20, 2007

ARNTZ BUILDERS, a California partnership

By: /s/ K. Allen Arntz

Name: K. Allen Arntz
Its: Principal
Authorized Agent

Dated: 4-20, 2007

KTD INVESTMENTS

By: /s/ K. Allen Arntz

Name: K. Allan Arntz
Its: Principal
Authorized Agent

1
2 Dated: 4-20, 2007

K.A. CONSTRUCTION CO., a California Corporation

3
4 By: /s/ K. Allen Arntz

5 Name: K. Allen Arntz

6 Its: President

Authorized Agent

7
8 Dated: 4-20, 2007

MONROE CONTRACTING CO., a California Corporation

9
10 By: /s/ David M. Arntz

11 Name: David M. Arntz

12 Its: President

Authorized Agent

13
14 Dated: 4-20, 2007

TEACO, INC., a California Corporation

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16 By: /s/ Thomas E. Arntz

17 Name: Thomas E. Arntz

18 Its: President

Authorized Agent

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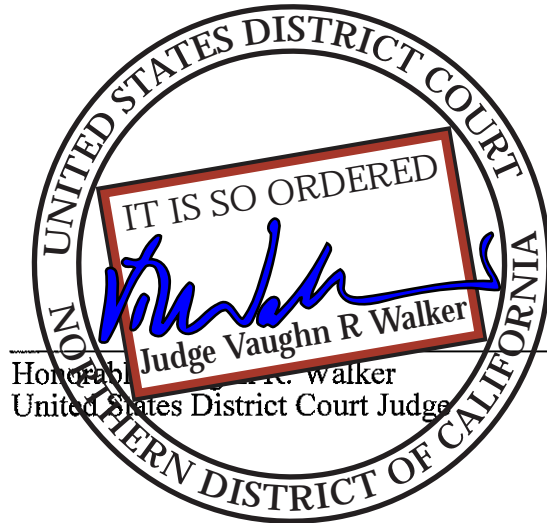
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PROPOSED ORDER DISMISSING ENTIRE ACTION WITH PREJUDICE

The Court, having reviewed the Parties' Stipulation To Dismiss Entire Action With Prejudice, dated April 20, 2007, hereby dismisses the entire action, Travelers Casualty and Surety Company of America v. Arntz Builders, et al., Case No. C 06-7165, in full, with prejudice, as to all parties, all Defendants, and all causes of action, counterclaims, defenses and affirmative defenses. The Court shall retain jurisdiction of this matter solely in order to enforce the Settlement Agreement entered into between the Parties should it be requested through a motion of any of the Parties.

IT IS SO ORDERED:

Dated: May 4, 2007



PROOF OF SERVICE

Travelers Cas. & Surety Co. of America. v. Arntz Builders et al
USDC Northern District Case No. C 06 7165 VRW

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is: Watt, Tieder, Hoffar & Fitzgerald, L.L.P., 2040 Main Street, Suite 300, Irvine, California 92614.

I am readily familiar with the firm's practice for collection and processing correspondence for mailing, and, in the ordinary course of business, the correspondence would be deposited with the United States Postal Service on the day on which it is collected at the business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date of deposit for mailing stated in the proof of service.

On May 2, 2007, I served the foregoing documents described as **STIPULATION TO DISMISS ENTIRE ACTION WITH PREJUDICE** upon the other parties in this matter by placing a true copy thereof, enclosed in a sealed envelope, addressed to the following: as stated on the attached mailing list.

☒ (BY ELECTRONIC FILING) and

I served the parties listed below as follows:

☒ (BY MAIL) I caused such envelope(s) with postage thereon fully prepaid to be placed in the United States mail at Irvine, California.

Arntz Builders
 19 Pamaron Way
 Novato, California 94949

KTD Investments
 19 Pamaron Way
 Novato, California 94949

K.A. Construction Co.
 19 Pamaron Way
 Novato, California 94949

Monroe Contracting Co.
 19 Pamaron Way
 Novato, California 94949

Teaco, Inc.
 19 Pamaron Way
 Novato, California 94949

☒ (FEDERAL) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on May 2, 2007, at Irvine, California.

/s/ G. D. Bohl
 G. D. Bohl